

## A) Package tours

### 1. Scope of application

The following General Terms and Conditions govern the legal relationships between travellers and BF International Travel AG, Sägereistraße 20, CH-8152 Glattbrugg, Switzerland (hereinafter "BF Travel"). They apply in addition to the statutory provisions of Section 651a et seq. of the German Civil Code (BGB). By booking a trip with BF Travel, the traveller accepts these general terms and conditions.

### 2. Conclusion of the travel contract

With his/her registration, the traveller offers BF Travel the binding conclusion of a travel contract. Travel can be registered by the traveller online or in writing by fax, email or telephone. The traveller warrants that he/she has the consent of all fellow travellers to register the trip.

BF Travel is free to accept the traveller's offer. If BF Travel accepts the offer, the contract is deemed concluded with all the passengers named in the registration upon acceptance, usually the booking confirmation. Acceptance is confirmed, in writing upon request, together with all essential information, including the booking number, on or after the conclusion of the contract in text form.

The traveller is informed about the acceptance of the offer by BF Travel by the dispatch of the travel confirmation, the security certificate (customer finance guarantor) – in the case of booking a package trip – and the invoice sent by email.

If the content of the travel confirmation/invoice deviates from the content of the registration, the refusal of the traveller's offer, combined with a new offer from BF Travel, to which BF Travel is bound for 10 days, is valid. The contract is concluded on the basis of this new offer if the traveller declares acceptance within the 10-day period, which can also be implicitly done by means of a down payment or unconditional payment of the travel price. This provision does not apply if the travel confirmation and the invoice do not deviate from the registration in the same way.

When registering, the dates of birth of the accompanying children must be specified by the traveller. In the case of age-dependent price reductions, such

as child reductions or cost-free allowance for small children, the age of the child at the time of the return travel is decisive.

The traveller is responsible for all contractual obligations of fellow travellers named in the booking confirmation for whom he/she makes the booking, if he/she has assumed the corresponding obligation by an express, separate declaration.

If individual characteristics of the travel services are not yet known in the travel contract and BF Travel should be able to subsequently define these, this is expressed in the travel confirmation by stating that these characteristics are not yet known.

### 3. Content of the travel contract

The content of the travel contract concluded between BF Travel and the traveller is based exclusively on the content of the booking confirmation and the information in the current travel description of BF Travel and all the other information and explanations contained in the latest travel advertisement, as well as the pre-contractual information available when booking a package holiday. However, information on the characteristics of a trip is subject to change before the conclusion of a travel contract in accordance with the following provisions. Special requests made by the traveller when booking are not binding for BF Travel.

Travel agents (e.g. travel agencies) and service providers (e.g. hotels, transport companies) are not authorised to make agreements, provide information or make assurances that change the agreed content of the travel contract, go beyond the contractually promised services, or are in conflict with the travel advertisement. Local and hotel prospectuses that are not published by BF Travel are not binding for the performance obligation of BF Travel, unless they have been included in the content of the travel contract by express agreement.

BF Travel is obligated to inform travellers at the time of booking about the identity of the operating airline, as well as all air transport services to be provided in the context of the booked trip. If the operating airline has not yet been determined at the time of booking, we are obliged to inform you of the airline or airlines that will probably operate the flight. We will notify you as soon as we know which airline will operate the

flight. If the initially named operating airline should change, we will inform you immediately of the change.

If the confirmation of travel indicates that the exact flight times are not yet known, this means that the exact times for the outbound and return flights have not been agreed upon and that the entire stated day of travel is available to BF Travel for the subsequent determination of the time of the outbound and return flight. BF Travel will inform the traveller in good time before the start of the trip about any travel characteristics that remain to be specified later, in particular regarding departure and arrival times. BF Travel points out that direct flights may be subject to stopovers due to technical and scheduling reasons.

### 4. Payment

The travel price can be paid by credit card. It should be noted that additional costs may be incurred depending on the banking institution or means of payment, and that such costs are not included in the travel price.

After receipt of the travel confirmation/invoice and – in the case of a package holiday booking – after the delivery of the security certificate, a down payment of 20% of the total travel price is due within one week. The exact down payment amount is shown on the invoice. The additional costs for any insurance policies taken out and the amount for the optional Cancellation Flex option are due immediately upon invoicing.

The remaining amount of the travel price still to be paid is due no later than 30 days before the start of the trip without the need for a further notification, if BF Travel has not cancelled the trip in advance due to failure to meet the minimum number of participants.

If there are fewer than 30 days between the invoice date and the start of the trip, the total travel price is due immediately. The traveller must send BF Travel proof of payment (transfer receipt or account statement confirmed by the bank) immediately by email or fax.

In the event of non-compliance with the agreed payment deadline, the traveller will be prompted about the payment by BF Travel with a reminder and the setting of a grace period. After an unsuccessful payment reminder, BF Travel is entitled to charge a flat rate reminder fee of EUR 5.00 for each further reminder.

If the traveller does not pay the travel price in full to BF Travel before the start of the trip, BF Travel is entitled to cancel the travel contract and to assert a claim for damages against the traveller in the amount of the cancellation flat rates applicable under these general terms and conditions. However, this only applies if BF Travel has previously set a reasonable grace period for the traveller by means of a payment reminder that has expired without success. The setting of a grace period is unnecessary in cases pursuant to Section 323 para. 2 BGB. BF Travel shall not be entitled to the rights within the meaning of this clause if there is already a considerable travel shortfall at this time.

**Payments by credit card**  
Credit card payments are processed through Ingenico Group S.A.. For more information, please visit <https://www.ingenico.com/privacy-policy>.

**Payments by PayPal**  
Payments via PayPal are processed by PayPal (Europe) S.à.r.l et Cie S.C.A.. Further information can be found at [www.paypal.com](http://www.paypal.com).

**Payments by SEPA Direct Debit**  
Payments by SEPA Direct Debit are only possible in the European Union by means of the "SEPA Direct Debit Scheme". When paying by SEPA direct debit, you authorise us by issuing a corresponding SEPA mandate to collect the invoice amount from the account specified by you. You can demand reimbursement of the debited amount within eight weeks, beginning with the debit date. The conditions agreed with your bank apply.

We will inform you about the upcoming direct debit collection ("advance information" or "pre-notification") when we send the invoice. The period for sending the Pre-Notification will be reduced to 3 days before the due date. We are entitled to issue this Pre-Notification also combined for several direct debit collections (e.g. down payment and remaining price payment).

You are obliged to ensure that there are sufficient funds in the account you provided when issuing the mandate on the due date. If a return debit note is made (e.g. due to insufficient funds in the account or an unjustified objection) for which you are responsible, we reserve the right to charge you the costs or bank charges incurred by us.

Finally, please note that BF Travel may allow payment of the booking via PayPal and/or other payment methods if these are available on the website.

## 5. Performance and price changes

Changes to essential travel services from the agreed content of the travel contract that become necessary after the conclusion of the contract and were not brought about by BF Travel against the principles of good faith, will only be carried out by BF Travel if the scope of the changes is not so significant that the overall structure of the trip is impaired.

In the event of a significant change in a major travel service, the traveller is entitled to withdraw from the contract free of charge, subject to other warranty rights.

Price adjustments (price increases and price reductions) may be made after the conclusion of the travel contract up to the 20th day before the start of the contractual trip only if the price adjustment results directly from one of the following reasons that occurred after the conclusion of the contract:

- increase in the price for the transportation of persons due to higher costs for fuel or other energy sources,
- increase in taxes and other charges for agreed travel services, such as tourist fees, port or airport charges, or
- change in the exchange rates applicable for the package holiday concerned.

In the event of a seat-related change, the price adjustment is made in the amount of the seat share. In other cases, the additional transport costs required by the carrier based on means of transport shall be divided by the number of seats of the agreed means of transport. BF Travel can request the resulting increased amount for the individual seat from the traveller.

If the fees existing at the time of the conclusion of the travel contract (e.g. port or airport charges) are changed vis-à-vis BF Travel, BF Travel can increase or decrease the travel price by the corresponding pro rata amount. The amount is calculated by apportioning the percentage increase/reduction of the charges to the corresponding tax share which was assessed for the traveller at the time the contract was concluded.

In the event of a change in exchange rates after the conclusion of the travel contract, BF Travel can increase or decrease the price of the affected travel services in proportion to the exchange rate fluctuation, taking the exchange rate at the time of the conclusion of the contract compared to the exchange

rate at the start of the trip, insofar as the travel service has thereby increased or reduced the price for BF Travel.

The traveller can demand a reduction in the travel price if and to the extent that the prices, charges or exchange rates specified in the above clause have changed after the conclusion of the contract and before the start of the trip and this leads to lower costs for BF Travel. If the traveller has paid more than the amount owed hereafter, the additional amount must be reimbursed by BF Travel. BF Travel is entitled to deduct the administrative expenses actually incurred from the additional amount to be reimbursed.

BF Travel shall inform the traveller immediately after becoming aware of any significant changes in services or price adjustments that have been notified. Price adjustments made after the 20th day before the agreed travel date are not permitted. In the event of a price adjustment of more than 8%, or a significant change in one of the essential characteristics of the travel services, the traveller may withdraw from the travel contract without fees.

BF Travel can also offer the traveller the option of participating in another package holiday (replacement trip) following a price increase or other contract amendment. We expressly point out that after the expiry of the period determined by BF Travel, the offer with a price increase or other contract change is deemed to be accepted if the customer does not declare himself/herself within the prescribed grace period.

BF Travel must be informed in text form of any cancellation of the trip or the availing of a replacement trip immediately after notification of the change.

If individual travel services are not availed of by the traveller despite a proper offer, for reasons attributable to him/her, he/she is not entitled to a proportionate reimbursement of the travel price. BF Travel will nonetheless endeavour to reimburse the saved expenses, provided these are not insignificant services and/or do not conflict with statutory or official regulations.

## 6. Travel documents

Travel documents are sent by email after the final remaining payment or after payment of the total price, no later than 7 days before departure. In the case of electronic tickets (e-tickets), paper tickets are not issued. For e-tickets, the flight booking code (file key) is sent by email when the travel documents are issued. The travel participants will receive their boarding passes upon

presentation of their passport/ID card and their flight booking code (file key) directly at the airport at the check-in counter of the respective airline. Corresponding information will be provided by email when the travel documents are sent. If no email address is available, the documents will be sent by fax. BF Travel does not send paper documents. It is therefore of great importance that you inform BF Travel of the correct email address or fax number and also inform BF Travel immediately of any changes.

## 7. Rebooking/replacement authorisation

Each traveller can rebook his/her trip with BF Travel up to 22 days before the contractual start of the trip, to the extent that BF Travel can provide the trip requested by the traveller. However, there is no entitlement to a corresponding rebooking.

Rebooking in this sense is in particular a change of the travel day, the flight, the departure location, the destination, the accommodation or the catering service, as well as similar services in the travel contract confirmed by BF Travel. As part of a rebooking, the traveller may incur additional costs in the amount of the difference between the booked and confirmed travel price and a new, higher travel price. In addition, BF Travel may charge the customer for any demonstrable additional costs incurred as a result of the rebooking. BF Travel also invoices the traveller for a one-time processing fee of €30.00 per person for rebookings. This amount corresponds to the expense typically incurred by BF Travel. If additional service providers (e.g. airlines) are affected by the rebooking processing measures, additional processing costs may be incurred, which BF Travel will provide on an individual basis, either as a specific or a projected amount, prior to the rebooking. This applies, for example, to the additional costs of airlines with regard to the basic rebooking fee and, additionally, the fee resulting from the difference to the current airfare on the day. The traveller reserves the right to prove that a service expense of EUR 30.00 per person or the amount otherwise communicated was not incurred or incurred to a much lesser extent.

The traveller can demand, up to the start of the trip and in accordance with Section 651e BGB, that a third party should enter into the rights and obligations arising from the travel contract instead of him or her (transfer of contract). BF Travel may object to the occurrence of a third party if he/she does not meet the special travel require-

ments or if his/her participation conflicts with legal or official directives. In the event of a contract transfer, the third party and the original contractual partner are jointly and severally liable for the resulting additional costs and the travel price. A processing fee of €30.00 per person is incurred for the transfer of the contract. This amount corresponds to the expense typically incurred by BF Travel. The right of the traveller to prove a lower expense remains reserved. In addition, BF Travel may pass on the costs of third parties, such as those of airlines or hotels that are incurred by the entry of the third party.

## 8. Withdrawal by the traveller, cancellation fees

Subject to the obligation to pay for services already received and a cancellation fee, the traveller can withdraw from the trip at any time before the start of the trip. The declaration of withdrawal must be made to BF Travel and should be made in text form stating the booking number. If the trip was booked via a travel agent, the cancellation declaration can also be made to the travel agent. If the declaration of rescission is made after the start of the trip, it shall only apply – subject to termination due to significant travel defects – if the trip has been cancelled or not started.

If the traveller effectively withdraws from the contract before the contractual start of the trip, BF Travel shall lose the entitlement to the agreed travel price. BF Travel shall charge the following cancellation fees for travel packages, subject to any other cancellation and rebooking rates of the airline companies, if BF Travel is not responsible for the cancellation or if it is caused by force majeure, and taking into account the proximity of the contractual start of the journey:

|  |      |
|--|------|
| up until the 29th day before departure | 40%  |
| from the 28th to the 22nd day          | 60%  |
| from the 21st to the 8th day           | 70%  |
| from the 7th to the 4th day            | 80%  |
| from the 3rd to the last day           | 90%  |
| on the same day or in case of no-show  | 100% |

(The times specified refer to the day of receipt of the declaration of withdrawal before the start of the trip, the percentage refers to the travel price).

The cancellation compensation is proportionate to the travel price and serves to adequately compensate for travel arrangements already made

based on the existence of the contract and any additional expenses of BF Travel due to the withdrawal, taking into account saved expenses and the possibility of other use of the travel service, without BF Travel having to initially provide concrete evidence of individual damage items. The percentage is a representative value for package tours and deviates from the actual damage incurred by BF Travel only in the rarest cases. BF Travel reserves the right to demand a higher, specifically defined compensation amount instead of the aforementioned flat rates, provided that BF Travel can prove significantly higher expenses that are no longer proportionate to the aforementioned flat rates.

Nevertheless, the traveller is entitled to provide evidence that no or significantly lower costs have actually been incurred in connection with his/her withdrawal or the non-commencement of the trip with BF Travel. In such cases, BF Travel may only claim the actually verifiable costs.

In deviation from the above, BF Travel cannot demand compensation if unavoidable, exceptional circumstances occur at the destination or in its immediate vicinity, which significantly impair the performance of the package holiday or the transport of persons to the destination.

BF Travel recommends taking out travel insurance (esp. travel cancellation insurance), which is not included in the price.

### 8.1 Cancellation Flex option

If the traveller has added the chargeable Cancellation Flex option to his/her booking, he/she can cancel this booking free of charge up to 8 days before the start of the trip without giving reasons. The declaration of withdrawal must be made in the form specified under point 8. The reimbursement of the travel price will be made using the payment method provided at the time of booking. The fee for the Cancellation Flex option will not be refunded. If the declaration of withdrawal is made after the expiry of the period of 8 days before the start of the trip, the cancellation fees for package holidays specified under point 8 apply. The Cancellation Flex option can only be added at the time of booking, a subsequent booking is not possible.

## 9. Package tours with rail journey

Validity of DB Touristik tickets: Customers who have booked a package tour with rail travel receive so-called Touristik tickets for the outward and return journey. These allow travel with the

train connection printed on the ticket and are valid on scheduled DB trains such as Intercity Express (ICE), ICE Sprinter, Intercity/Eurocity (IC/EC), Interregio Express (IRE), Regional Express (RE), Regionalbahn (RB) and SBahn.

City Ticket: The Touristik-Fahrkarten also include the so-called City Ticket, which allows the customer free use of connecting mobility (underground, tram, bus) in the participating cities at the point of departure and destination within Germany in the respective area of validity of the city. A list of participating cities is available at: [https://www.bahn.de/wme-dia/view/mdb/media/intern/city-ticket\\_c79.pdf](https://www.bahn.de/wme-dia/view/mdb/media/intern/city-ticket_c79.pdf)

The booking confirmation for the booked package tour must be presented on the train at the request of the carrier. BF Travel expressly points out that no reimbursement can be made for costs incurred by the customer from the use of other passenger carriers or from the use of trains other than those mentioned.

Train delay: In the event of train delays at the destination station of at least 60 minutes, Deutsche Bahn will pay you compensation as a lump sum.  
2nd class ticket: 8,00 EUR  
1st class ticket: 13,00 EUR  
You will receive confirmation of the delay on a passenger rights form on the train or from DB Service staff, which you hand in together with your original ticket at a DB Reisezentrum.

## 10. Withdrawal and termination by the tour operator

If the minimum number of participants specified in the travel confirmation and in the pre-contractual information is not reached, BF Travel is entitled to cancel the trip or withdraw from the travel contract up to 31 days before the start of the trip. The traveller must also receive the information about the cancellation of the trip 31 days before the contractually agreed start of the trip. In such a case, the traveller will immediately receive back any payments already provided, at the latest within 14 days after withdrawal.

BF Travel may withdraw from the contract before the start of the trip if BF Travel is prevented from fulfilling the contract due to unavoidable, exceptional circumstances. In this case, BF Travel will declare its withdrawal to the traveller immediately after becoming aware of the reason for withdrawal. In this case, BF Travel loses the entitlement to the travel price. BF Travel will

reimburse the traveller for payments already made immediately, at the latest within 14 days after withdrawal.

If a traveller continuously disrupts the trip despite a warning, or if he/she is otherwise in gross breach of contract and if his/her further participation in the trip is not reasonable for BF Travel or for the other travellers, BF Travel may terminate the travel contract with the traveller for good cause without notice. Good cause is, among other things, the committing of a criminal offence on the part of the traveller during the trip. In this case, any additional costs for the return trip will be borne by the traveller. In such a case, BF Travel retains the right to the travel price and can, moreover, demand compensation from the traveller in accordance with the statutory provisions. BF Travel must, however, allow the value of the saved expenses, as well as those benefits that it receives from any other use of the service not used, to be taken into account.

## 11. Warranty

The traveller can demand redress in the event of travel defects. He/she is obligated to report the defect to the local tour operator, BF Travel or the travel agent immediately. In addition, he/she is obligated, within the framework of the statutory provisions, without delay, to do everything possible to keep the resulting damage as low as possible.

BF Travel can remedy this by providing a substitute service of equal or higher value. BF Travel can, however, refuse to remedy this if it requires disproportionate effort.

If BF Travel does not provide remedy within a reasonable period of time as determined by the traveller, the traveller can furnish the remedy himself/herself and demand reimbursement of the necessary expenses. It is not necessary to set a deadline if redress is genuinely and definitively refused by the tour operator or BF Travel, or if immediate redress is justified by a special interest of the traveller or his/her fellow travellers.

For the period of the defect, the travel price shall be reduced in proportion to the value that the service in a defect-free condition at the time of conclusion of the contract would have been to the actual value. This value should be estimated in the case of doubt.

If the traveller culpably fails to report the travel defects immediately or if reasonable and appropriate remedial measures are rejected by the traveller, claims for a reduction or the right to reimbursement of the costs of the traveller's own redress are excluded. This in turn does not apply if the defect report

is clearly pointless or unreasonable for other reasons.

The traveller can terminate the travel contract due to a defect if the trip is significantly impaired due to a defect or if the trip is not reasonable for him/her due to such a defect for good cause that is clearly identifiable for BF Travel. Termination is only permissible after the traveller has set a deadline for BF Travel with no result.

In the event of a defect or non-fulfilment of the trip, the traveller may demand compensation for damages without prejudice to the reduction or termination, unless the defect of the trip is based on a circumstance for which BF Travel is not responsible. If the trip is frustrated or significantly impaired, the traveller can also demand appropriate compensation in cash due to wasted holiday time.

## 12. Liability, cut-off period, limitation period

BF Travel is not liable for service disruptions, personal injury and property damage in connection with services that are merely brokered as external services, such as excursions, sports events, theatre visits, rental cars, etc. These external services can also be identified separately as "external service" on the travel confirmation or in our travel catalogue. However, BF Travel is liable for services that include the transport of the traveller from the designated place of departure of the trip to the advertised destination, intermediate transport during the trip and accommodation during the trip, if and to the extent that the violation of information, clarification or organisational obligations of BF Travel is the cause of the damage to the traveller.

The traveller is personally liable for his/her participation in sports and other holiday activities. For safety reasons, the traveller is obligated to check equipment and vehicles before using sports facilities.

The contractual liability of BF Travel for damages that are not bodily injury and have not been culpably caused is limited to three times the travel price. Damages that may go beyond this amount under the Montreal Convention or the Aviation Traffic Act remain unaffected.

BF Travel may also invoke this vis-à-vis the traveller if international agreements or legal provisions based on such, apply to a travel service to be provided by a service provider, according to which a claim for compensation only arises or

can be asserted under certain conditions or restrictions, or is excluded under certain conditions.

In the case of claims for damages in connection with flight baggage, these must be asserted within 7 days for damage to baggage and within 21 days after handover in the case of delayed baggage.

### **13. Passport, visa and health regulations**

A part of the pre-contractual notification process, BF Travel will provide information about general provisions on passport, visa and health regulations of the destination country, as well as about any changes before the start of the trip.

The traveller is responsible for obtaining and carrying the travel documents required by the authorities, any necessary vaccinations and compliance with customs and foreign exchange regulations, or other relevant regulations in individual cases.

BF Travel is not liable for the timely granting and delivery of necessary visas by the respective diplomatic representation, even if the traveller has commissioned BF Travel with the procurement, unless the delay was caused by BF Travel.

Disadvantages, in particular costs incurred by the traveller due to non-compliance with the above obligations, shall be borne by the traveller; this does not apply if BF Travel has provided insufficient information or has neglected to provide information from this section.

### **14. Data protection**

The contractual text (service description) is stored. This, and the general terms and conditions valid at the time of your booking may be stored during the booking process and will be made available by BF Travel to the traveller once again at any time upon request.

The traveller can request in writing at any time, in accordance with applicable laws, whether and which personal data about him/her are stored at BF Travel. The request must be addressed to BF International Travel AG Sägereistraße 20, CH-8152 Glattbrugg, Switzerland or to the email address: support@bedfinder.com.

Personal data provided to BF Travel for the processing of the travel contract are protected against misuse in accordance with the applicable statutory provisions.

The data transmitted by the traveller are protected at BF Travel by suitable

technical and organisational means in order to protect your data from accidental or intentional manipulation, loss, destruction or access by unauthorised persons. The security measures of BF Travel are continuously monitored and upgraded in accordance with technological development and organisational possibilities.

The legislator has defined various retention obligations and periods. On expiry of these deadlines, the corresponding data will be routinely deleted provided they are no longer required for the fulfilment of the contract. Data that are not affected by this will be deleted if the aforementioned purposes are no longer valid.

At this point, reference is also made to the Privacy Policy, which is displayed to you before booking and can be accessed at any time on the BF Travel website. The use of this website also takes place in accordance with the Data Protection Guideline. If it is not possible to agree with this, BF Travel asks that this page should no longer be used. BF Travel reserves the right to amend, supplement or remove parts of the data protection guidelines at any time.

### **15. Final provisions**

The invalidity of individual provisions of the travel contract does not result in the invalidity of the entire travel contract or the conditions specified therein.

German law applies under the exclusion of international purchase law (CSIG). For contracts with merchants, the exclusive place of jurisdiction is agreed as Glattbrugg/Switzerland.

BF Travel is not prepared to participate in a dispute resolution procedure before a consumer arbitration board.

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